

Transmitter Building location specified in the Lease or from constructing the addition to the Transmitter Building required for location of Tenant's transmitter and related equipment;

(ii) Tenant is enjoined, restrained or otherwise prevented by a Rainbow Action from permitting the placement of its equipment at the height level on the Tower or at the Transmitter Building location specified in the Lease;

(iii) Landlord is enjoined, restrained or otherwise prevented by a Rainbow Action from fulfilling any of its other obligations under the Lease or from permitting Tenant to exercise any of its rights thereunder;

(iv) Landlord believes, upon advice of counsel, that in connection with a Rainbow Action, Landlord has a material risk of being found to be in breach of the Rainbow Lease by virtue of its entry into the Lease or its performance of its obligations thereunder, and that, by termination of the Lease, Landlord may reasonably expect to mitigate damages for which it may be held liable in connection with the Rainbow Action, by out-of-court settlement or otherwise; or

(v) Landlord believes, upon advice of counsel, that an event described in Section 2A.(i), (ii) or (iii) is a likely result in a then pending Rainbow Action, and further determines that termination of the Lease may avoid Landlord's obligation to pay damages to Rainbow, its principals or successors or assigns, or may reduce the amount thereof.

B. Tenant shall have the right to terminate the Lease upon written notice to Landlord in the manner provided in the Lease in the event that:

(i) Tenant is enjoined, restrained or otherwise prohibited by a Rainbow Action from permitting the placement of Tenant's equipment at the height level on the Tower or at the transmitter building location specified in the Lease; or

(ii) Landlord is enjoined, restrained or otherwise prevented by a Rainbow Action from fulfilling any material obligation under the Lease or from permitting Tenant from exercising any material right thereunder for a period in excess of 180 days.

C. In the event of termination of the Lease by either party hereto in accordance with the provisions of Section 2A. or B. above, all terms of the Lessee, as amended hereby, which by their terms, or which by reasonable implication, are intended to survive the expiration or termination of the Lease, shall continue in full force and effect. Tenant shall also have the obligations set forth in Section 2D. below.

D. In the event of any termination of the Lease pursuant to the provisions of Section 2A. or B. above, Tenant shall:

(i) Promptly pay to Landlord any and all amounts due and owing under the Lease Agreement through the date of termination thereof;

(ii) Promptly after invoice, pay to Landlord any and all amounts payable pursuant to Section 2E. below; and

(iii) Dismantle, disconnect and remove, at Tenant's sole expense, the equipment of Tenant which has been installed in or connected to the Tower, the Transmitter Building or Landlord's Premises, subject to the conditions for removal set forth in the Lease.

If Tenant has not removed its equipment within 30 days of termination of the Lease pursuant to Section 2A. or B. above, such equipment shall be considered to have been abandoned by Tenant and shall become the property of Landlord.

Notwithstanding the foregoing, if within 30 days of any termination of the Lease as provided in Section 2A. or B. above, Tenant requests, in writing, that in lieu of the requirements specified in Section 4D(i), (ii) and (iii) above, the parties enter into a new Lease, Landlord shall execute a new lease with Tenant upon all of the same terms and conditions of the Lease, except that:

(a) Such replacement lease shall provide for Tenant's placement of its equipment on the 1300 foot level of the Tower (the exact location to be determined by Landlord) until such time as (1) Landlord is released from any applicable court order enjoining, restraining or otherwise prohibiting the placement of Tenant's equipment at the height level specified on the Tower, or (2) in the case of a termination of the Lease for a reason other than such a court order, Landlord determines, in its sole discretion, that it is able to relocate Tenant's equipment to the 1500 foot level of the Tower without breaching in any respect the Rainbow Lease and without incurring any damages to Rainbow by such relocation of Tenant's equipment. Any such replacement lease shall provide that Tenant's equipment shall be restored to the 1500 foot Tower level at such time; and

(b) If Landlord has been enjoined, restrained or otherwise prohibited from location of Tenant's transmitter and related equipment in the Transmitter Building location provided in the Lease or believes that it may be found in breach of the Rainbow Lease by such placement, the replacement lease shall

provide for Tenant's equipment to be housed in another location satisfactory to Tenant.

E. Notwithstanding a termination of the Lease pursuant to the provisions of Section 2A. or B. above, Tenant shall be obligated to reimburse Landlord for all costs incurred by Landlord in connection with the performance of the Landlord's Work in accordance with the provisions of Section IV(C) of the Lease Agreement, except in the case of a termination solely on account of Landlord's default under the Lease. Termination for the reasons set forth in Section 2A. and B. above shall not be considered a termination on account of Landlord's default. Tenant further agrees that Landlord shall have the right to complete any of the Landlord's Work notwithstanding any termination of the Lease, with Tenant being responsible as provided herein and in the Lease for reimbursing all costs of such work whether incurred before or after the effective date of such termination. Tenant's letter of credit securing its cost reimbursement obligations shall specifically refer to this Addendum and the provisions of this subsection as included among the obligations which may be satisfied from the proceeds of any drawing. As provided in Article IV(b) of the Lease, Tenant's interest in the Transmitter Building shall become the property of Landlord upon termination of the Lease.

3. Release By Tenant.

Tenant for itself, its successors and assigns, releases, acquits and forever discharges Landlord, its successors, assigns, and insurers, of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, compensation, consequential damage, contribution, indemnification, or any other thing whatsoever on account of, or in any way connected with, related to or arising or resulting from (a) any litigation, administrative proceedings or other actions brought by, through or under Rainbow, its partners or the successors or assigns of either, against Landlord or Tenant contesting Landlord's right to lease space to Tenant or the utilization of Landlord's Premises by Tenant; (b) the termination of the Lease as provided in Section 2 above; (c) any and all delays in final resolution and execution of the Lease; or (d) any delay in performance of Landlord's obligations under the Lease to the extent excused hereby. Tenant hereby assumes all risk, chance or hazard that its injuries or damage, if any, caused by any of the foregoing may be or become greater or more extensive than is now known, anticipated or expected. No promise or inducement which is not herein expressed has been made to Tenant. In executing this release, Tenant does not rely upon any statement or representation made by Landlord or any person representing Landlord concerning the nature, extent or duration of said damage or losses or the legal liability therefor.

The giving and acceptance of this release shall in no way prejudice any defenses or any claims that either party may have against any other person, corporation, partnership or other entity arising out of the above-described events.

4. Interpretation.

Nothing contained herein is intended to mean, suggest or imply that Tenant's entry into the Lease is in derogation of, or limits, erodes or affects any rights accorded Rainbow under the Rainbow Lease. The parties hereto believe that Rainbow's claim that it has an exclusive right to the 1,500 foot space on the Tower is without legal merit and that the Lease in no manner interferes or is inconsistent with Rainbow's rights under the Rainbow Lease.

Except as specifically set forth herein, all of the terms and provisions of the Lease shall remain in full force and effect. All the terms and provisions of this Addendum shall survive termination of the Lease. All capitalized terms used in the Addendum which are defined in the Lease shall have the meaning provided in the Lease.

Dated this 25 day of June, 1991.

Landlord: Guy Gannett Publishing Co.
d/b/a Bithlo Tower Company

By: Michael L. Bork
Its Vice President - Finance
TV

Tenant: Press Broadcasting Company

By: Alfred D. Colanton
Its VP/KFO

SXL/40030.CX7

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LEASE AGREEMENT

This Lease Agreement is made and entered into this 25th day of June, 1991 by and between Guy Gannett Publishing Co., (a Maine corporation with offices in Miami, Florida doing business as Bithlo Tower Company ("Landlord"), and Press Broadcasting Company, a NEW JERSEY corporation, with offices in NEPTUNE, NEW JERSEY ("Tenant").

WITNESSETH

WHEREAS, Landlord is the owner of certain real property ("Premises") located at Bithlo, Florida more particularly described on Exhibit A hereto; and

WHEREAS, Landlord has erected on the Premises a communications transmission tower ("Tower") substantially as described in Exhibit C hereto and a transmitter building (the building with any and all future additions thereto, hereinafter the "Transmitter Building"); and

WHEREAS, Tenant is the Federal Communications Commission ("FCC") licensee for Television Station 18, CLERMONT/DUMBO Florida (the "Station") and desires to place and operate the antenna for the Station at a location on the Tower, said location being described in Exhibit C hereto (the "Antenna Space"), to install and to maintain at Tenant's expense certain transmission lines from the Station's transmitter equipment across or under portions of the Premises and through or upon the Tower to the Antenna Space, and to occupy an area in an addition (to be constructed) to the Transmitter Building as shown on Exhibit B-1 hereto (the "Tenant's Space") in which to locate the Station transmitter and related equipment; and

WHEREAS, Tenant requires other space on the Premises for the installation of Tenant's generator and related fuel storage tank and one satellite earth station, with the further right to interconnect such equipment with equipment in the Tenant's Space in the manner provided herein; and

WHEREAS, Tenant has applied for and has received a construction permit issued by the FCC (the "Construction Permit") to locate its antenna on the Tower and to install its transmitter in the Transmitter Building, which Construction Permit approval is subject to a Petition for Reconsideration and Stay filed by Rainbow Broadcasting Company;

NOW, THEREFORE, in consideration of Tenant's obligation to pay rent and in consideration of the mutual rights, obligations, terms, covenants, and provisions hereof, the parties mutually agree as follows:

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in Article VIII of this Lease, any delay, disruption or hindrance caused to Tenant, its broadcasting, transmission or business occasioned by the installation, relocation or removal of equipment of other parties using the Tower or Transmitter Building shall not affect or impair Tenant's obligation to pay rent hereunder.

(l) Permitted Uses; Nuisances. Tenant shall use the Leased Premises exclusively for its broadcasting activities. Tenant shall not maintain, commit or permit any nuisance or unsafe condition. If Tenant, upon five (5) days' notice from Landlord, shall fail to remedy any such nuisance or unsafe condition, Landlord may do the same, and Tenant shall, when invoiced, reimburse Landlord for the costs and expenses thereof.

(m) Necessary Permits. Tenant, at its own cost and expense, shall obtain and maintain in effect any and all permits, licenses and approvals that may be required with respect to Tenant's equipment or activities by each governmental authority having jurisdiction.

(n) INTENTIONALLY DELETED 

(o) Location of Equipment. Tenant acknowledges that, because its antenna was not designed for installation on the Tower, the aperture for Tenant's equipment may overlap with that of Rainbow Broadcasting, Channel 65. Although Channel 65's equipment has not yet been installed on the Tower, Landlord wishes to protect Channel 65 from any and all interference which may be caused by Tenant's equipment, and also wishes to provide safe radiation levels (as defined in the ANSI Regulations, as revised from time to time) on the 1400 foot level Tower platform. Tenant hereby agrees that, if at any time or from time to time, it is notified of any (i) interference with Channel 65 or any other tenant of the Tower caused by Tenant's location or angling of its equipment on the Tower, or (ii) violations of safe radiation levels (as defined above) on any Tower platform, in addition to all other obligations of Tenant under this Lease, Tenant shall take any and all action necessary (including, without limitation, modification or replacement of its antenna and other equipment) to eliminate such problem(s).

In the event that there is any aperture shared by Tenant and Channel 65, Landlord shall not be liable to Tenant or anyone claiming by, under or through Tenant for any loss or damage caused by or relating to pattern distortion or interference to Tenant's signal caused by the location of Tenant's equipment on the Tower.

(p) Intentionally Deleted

APPENDIX D

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ITEM	QTY.	MODEL #	MANUFACTURER	DESCRIPTION	AMOUNT
TV EQUIPMENT PACKAGE					

AUDIO:					
1	1	WR-133	RAMSA	AUDIO MIXER 8 INPUT	1,100.00
2	6	100EL	ELECTROVOICE	SENTRY POWERED MONITOR SYSTEM	2,478.00
3	6	SRB-7	ELECTROVOICE	WALL MOUNT BRACKET	120.00
4	2	RE-10	ELECTROVOICE	MICROPHONE	300.00
5	2	635A	ELECTROVOICE	OMNIDIRECTIONAL MICROPHONE	170.00
6	4	CO90	ELECTROVOICE	TIE CLASP MICROPHONE	500.00
7	3	MS-20	COMPREHENSIVE	FLOOR STAND	156.00
8	2	3400APS	BEI	STEREO CARTRIDGE PLAYER	4,060.00
9	2	3400ARPS	BEI	STEREO CARTRIDGE PLAYER/RECORDE	6,240.00
10	2	900-3013	BEI	RACKMOUNT SHELF	150.00
11	2	900-3010	BEI	COVER FOR 3010	70.00
12	2	601/701	COMPREHENSIVE	WIRELESS MICROPHONE SYSTEM	5,000.00
VIDEO SWITCHING:					
13	1	M-21N	GRASS VALLEY	MASTER CONTROL SWITCHER	15,410.00
14	1	IMC-MBT	GRASS VALLEY	MACHINE CONTROL PANEL	3,185.00
15	1	HX-16VAA	GRASS VALLEY	16X ROUTER STEREO	21,365.00
16	1	IMC-21	GRASS VALLEY	MACHINE INTERFACE PANEL 062-700-00	4,183.00
17	8	HX-SCP-1	GRASS VALLEY	REMOTE CONTROL PANELS	4,920.00
18	1	HX-EXT	GRASS VALLEY	EXTENDER KIT FOR HORIZON	685.00
19	1	HX-UCP-XY	GRASS VALLEY	REMOTE CONTROL PANEL XY TYPE	1,185.00
20	1	IPS-100	GRASS VALLEY	INTEGRATED PRODUCTION SYSTEM	56,895.00
21	1	IPS-CG	GRASS VALLEY	CHARACTER GENERATOR FOR IPS-100	8,215.00
22	1	100-33	GRASS VALLEY	CHROMA KEYS FOR 100	825.00
23	1	100-40	GRASS VALLEY	DIGITAL BORDERLINE FOR 100	1,450.00
24	1	DM-12	GRASS VALLEY	DISPLAY MONITOR FOR 100	825.00
INTERCOM:					
25	1	MS-808	CLEAR COM	INTERCOM MAIN STATION	1,089.00
26	1	PIC-4000	CLEAR COM	IFB CONTROLLER	545.00
27	1	IFB-4	CLEAR COM	CONTROL MODULE	362.00
27A	1	CH-4	CLEAR COM	INTERCOM MODULE 4-CHANNEL	362.00
27B	1	SP-4	CLEAR COM	SPEAKER MODULE	56.00
27C	6	RS-501	CLEAR COM	SINGLE CHANNEL BELT PACK	948.00
27D	4	CC-2408	CLEAR COM	DOUBLE MUFF HEADSET	480.00
27E	3	CC-758	CLEAR COM	SINGLE MUFF HEADSET	312.00
CLOCK:					
28	1	ES-160	ESE	CLOCK	1,421.00
29	1	ES-301/C/P	ESE	UP/DOWN TIMER	458.00
LIGHTING:					
30	1	851520/955G	KLIEGL	14X20 FOOT STUDIO PACKAGE	20,845.00
31	1	DLK-380L	DESIDTI	THREE LIGHT KIT	955.00
32	1	DLK-MIX 5L	DESISTI	FIVE LIGHT KIT	1,623.00

DISTRIBUTION:

33	1	DUAL 9510A	GRASS VALLEY	DUAL SYNC GENERATOR	5,925.00
34	1	9510TSG	GRASS VALLEY	TEST MODULE	690.00
35	26	8501	GRASS VALLEY	VIDEO DA	3,640.00
36	2	8501	GRASS VALLEY	VIDEO DA	280.00
37	2	8506	GRASS VALLEY	CLAMP DA	710.00
38	2	8520	GRASS VALLEY	PULSE DA	430.00
39	4	8561	GRASS VALLEY	STEREO AUDIO DA	1,700.00
40	4	8500T2-120	GRASS VALLEY	VIDEO TRAYS FOR DA	2,720.00
41	1	8560T2-120	GRASS VALLEY	STEREO AUDIO TRAY FOR DA	850.00
42	1	8500-EX	GRASS VALLEY	EXTENDER CARD	65.00
43	1	8560-EX	GRASS VALLEY	EXTENDER CARD	110.00

CAMERAS:

44	1	FP-C1UD	HITACHI	CCD COLOR CAMERA	6,310.00
	2	FP-C2UD	HITACHI	CCD COLOR CAMERA	17,430.00
45	4	DP-40	ANTON BALR	4AH BATTERIES	1,740.00
46	1	LSFS	ANTON BALR	BATTERY CHARGER	520.00
47	1	C-201W	HITACHI	VTR CABLE FOR BETACAM	155.00
48	1	EXT-C1	HITACHI	EXTENDER CARD	90.00
49	1	SM-C1-C2	HITACHI	SERVICE MANUAL	180.00
50	2	RU-C1	HITACHI	CCU WITH RACK MOUNT	3,520.00
51	2	C-502KC	HITACHI	150 FOOT CCU CABLE	1,730.00
52	2	GM-5R2	HITACHI	4.5 INCH STUDIO VIEWFINDER	1,130.00
53	2	ZL-15CW	HITACHI	STUDIO KIT FOR J15X LENS	2,250.00
54	1	IMC-PI	GRASS VALLEY	MACHINE PARALLEL INTERFACE	4,183.00

MONITORING:

55	1	BT-S700N	PANASONIC	AC/DC COLOR MONITOR	558.00
56	1	WV-5382A	PANASONIC	DUAL B/W MONITOR	745.00
57	2	WV52038	PANASONIC	TRIPLE MONITOR	1,700.00
58	7	TR-932	PANASONIC	DUAL B/W MONITOR	2,870.00
59					
60	3	BT-D1910Y	PANASONIC	DUAL RACK SINGLE	5,730.00
61	2	BT-M1310Y	PANASONIC	COLOR MONITOR	3,342.00
63	1	HX-GPI	GRASS VALLEY	GENERAL PURPOSE INTERFACE	2,500.00
63	8	PVM-8220PAC	SONY	DUAL COLOR MONITOR	8,504.00
64	2	1710B	TEKTRONIX	WAVEFORM MONITOR	3,180.00
65	3	1720	TEKTRONIX	VECTORSCOPE	5,760.00
66	1	1730	TEKTRONIX	WAVEFORM MONITOR	1,920.00

67	1	1750	TEKTRONIX	WAVEFORM/VECTORSCOPE	5,630.00
68	3	1700F05	TEKTRONIX	DUAL RACKMOUNT	525.00
69		LOT		SERVICE MANUALS FOR MONITORS	150.00
70	1	AVC-20	TEKTRONIX	AUDIO VECTOR CONVERTER	425.00

MISCELLANEOUS:

71	17	VCSF200-78-3	STANTRON	RACK FRAME	6,630.00
72	2	VCSS-200-78	STANTRON	SIDE PANELS	248.00

TAPE EQUIPMENT:

87	2	BVH-2000/10	SONY	1 INCH RECORDER	PKG/89
88	2	BKH-2100	SONY	PLUG IN TBC	PKG/89
89	2	BKH-2011	SONY	CONTROL PANEL	59,900.00
90	2	BKH-2015A	SONY	TIME CODE BOARD	6,424.00
91	3	VO-9600	SONY	U-MATIC RECORDER	13,690.00
				RACKMOUNT	750.00

93	1	BVW-60	SONY	STUDIO PLAYER	19,550.00
94					
95	1	BVW-35	SONY	BETACAM PORTABLE RECORDER	11,220.00
96	1	BVW-75	SONY	STUDIO VTR	30,575.00
97	3	BVW-70	SONY	STUDIO PLAYER	81,600.00
98	5	RMM-100	SONY	RACK MOUNT KIT	1,375.00
99	1	AC-500	SONY	AC POWER SUPPLY	500.00
100	1	BC-210	SONY	BATTERY CHARGER	800.00
101	4	BP-90	SONY	MICAD BATTERY	1,240.00
102	8	RCC-300	SONY	CABLE 30 METERS	2,040.00
103	1	BZC-0201	SONY	BETACART SOFTWARE	3,300.00

STL ELECTRONICS:

113	1	805125-1ETX	M/ACOM	MICROWAVE TRANSMITTER	8,963.00
114	1	805125-8E	M/ACOM	MICROWAVE RECEIVE	9,263.00
115	2	1840923	M/ACOM	23 VFM/2 AUDIO	13,800.00
116	2	P6-122D	ANDREW	ANTENNA	2,400.00
117	1	EW127A-250	ANDREW	WAVE GUIDE 250 FEET	3,491.00
118	1	EW127A-550	ANDREW	WAVE GUIDE/550 FEET	6,857.00
119	1	40525A	ANDREW	DEHYDRATOR/SEMI AUTO	610.00
120	1	PAC-10	M/ACOM	AUDIO MODULATOR	3,700.00
121	1	PAC-10	M/ACOM	AUDIO DE-MODULATOR	3,700.00

DIGITAL EFFECTS:

122	1	A53	ABEKAS	DIGITAL EFFECT/WARP OPTION	54,530.00
123					
124	1	A42	ABEKAS	STILL STORE W/DUEL CONTROL PANEL	24,900.00
125	2	638	HARRIS	FRAME SYNCHRONIZER	11,070.00
LOT				CATV HEADEND EQUIPMENT	15,000.00

STUDIO TEST EQUIPMENT:

126	1	1480R	TEKTRONIX	WAVEFORM MONITOR	3,000.00
127	1	520A	TEKTRONIX	VECTORSCOPE	3,000.00
128					
129					
130					
131	1	BVC-10PAC1	SONY	BETACART SYSTEM	147,000.00
132					

MISCELLANEOUS BROADCAST PRODUCTION:

138		16250-SK-BTSC-49	SA	BTSC-49 DE-MODULATOR	1,600.00
139	1	QCA	SA	UHF-49 ANTENNA	500.00
140	2	SYSTEM 100	O'CONNOR	HEADS & TRIPODS SYSTEMS	6,000.00
141	1	SYSTEM 50	O'CONNOR	HEADS & TRIPODS SYSTEMS	2,500.00
142	1	TK-28	RCA	FILM CHAIN	30,000.00
145		RC-71	TASCAM	REMOTE CONTROL	PKG/146
146		RM-300	TASCAM	RACKMOUNT	2,999.00

TRANSMITTER TEST EQUIPMENT:

147	1	2710	TEKTRONIX	SPECTRUM ANALYZER	8,250.00
				OPTION 01	1,100.00
				OPTION 02	600.00
				OPTION 09	300.00
				OPTION 10	450.00
				OPTION 11	N/C

148	1	SG505	TEKTRONIX	AUDIOTEST GENERATOR	890.00
				OPTION 2	730.00
149	1	AA501A	TEKTRONIX	DISTORTION ANALYZER	2,525.00
				OPTION 1	750.00
150	1	TM500	TEKTRONIX	MAINFRAME	400.00
151	1	2465A	TEKTRONIX	OSCILISCOPE	5,550.00

TRANSMITTER REMOTE CONTROL:

152	1				
153	1	MRC-2/PCI	MOSELEY	PERS COMPUTER INTERFACE	PKG/170
154	1	MRC-2/CRT	MOSELEY	CRT TERMINAL FOR MRC-2	PKG/170
155	1	MRC-2/COMEX	MOSELEY	COMM EXP MODULE, 16 CHAN	PKG/170
156	1	MRC-2/STEX	MOSELEY	STATUS EXP MODULE, 16 CHAN	PKG/170
157	1	MRC-2/TELEX	MOSELEY	TELE EXP MODULE, 16 CHAN	PKG/170
158	2	CIP-2/OPTION	MOSELEY	RELAY BARRIER STRIP TERM	PKG/170
159	32	RELAYS	MOSELEY	RELAYS/CIP-2	PKG/170
160	1	BSP-1	MOSELEY	BARRIER STRIP INTERFACE PANEL	PKG/170
161	3	BSP-1/EX	MOSELEY	EXPANSION FOR BSP-1	PKG/170
162	1	MEMEX	MOSELEY	FILE MEMORY EXPANSION MODULE	PKG/170
163	2	MODEMS	MOSELEY	SMART MODEMS	PKG/170
166	1	MRC-2	MOSELEY	REMOTE CONTROL SYSTEM	PKG/170

198	2	VMCS	SONY	CABLES	95.00
199	2	SONY	SONY	VTR CABLES	159.00
200	1	SYSTEM 1	MCCANN	SATELLITE RECEVE SYSTEM	6,600.00
201	LOT			FILM EDITING EQUIPMENT	1,300.00
203	LOT	CAM 35MM	VARIOUS	CAMERA LENS ACCES.	1,000.00
204	LOT			GRAPHICS EQUIPMENT	1,350.00
205	2			FILM TRANSPORT EQUIPMENT	300.00
206	1			PROJECTOR 16MM	1,500.00
207	LOT			RF MODULATOR ACCES.	2,500.00
208	1	MOD 751	TEKTRONIX	STEREO MODULATION MONITOR	12,000.00
209	1		TEKTRONIX	TEST SIGNAL GENERATOR	1,300.00

211	LOT	SYSTEM 36	IBM	COMPUTER TRAFFIC SYSTEM	33,000.00
220	1	VPS300	Q-TV	PROMPTER SYSTEM	5,350.00
221	1	TH100S	TOWNSEND	TRANSMITTER INPUT AND MONITOR	88,782.00

STUDIO TOTAL 1,040,346.00

210	1	120KW	COMARK	TV TRANSMITTER	400,000.00
171 LOT		36JDAS/WG	DIELECTRIC	ANTENNA PER QUOTE# 64022	100,000.00

TRANSMITTER/ANTENNA TOTAL 500,000.00

EQUIPMENT PACKAGE TOTAL 1,540,346.00

APPENDIX E

EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement ("Agreement") is made as of July _____, 1993, between JRL INVESTMENTS, an Illinois general partnership, ("Lender") and Rainbow Broadcasting Ltd., a Florida Limited Partnership ("Borrower").

BACKGROUND

A. Borrower is the owner of a construction permit issued by the United States Federal Communication Commission ("FCC") which authorizes Borrower to construct and operate a new television station to be known as WRBW-TV (Channel 65) in Orlando, Florida (the "Station").

B. Lender has agreed to provide financing to Borrower for the purchase and installation of equipment necessary to establish the Station including, but not limited to, office equipment, editing equipment, mixing boards, tape machines, wiring cable, electronic scopes to measure signals, television monitors, lighting equipment, television cameras, a microwave to send signals to the transmitter, satellite dishes for reception of programming, computer systems, related software, transmitter and antenna.

AGREEMENT

Lender and Borrower hereby agree as follows:

1. AMOUNT. Lender will fund the purchase and installation of such equipment up to \$2,000,000 (the "Equipment Loan"). Lender will establish an escrow account with _____, and upon presentation of purchase orders and invoices approved by Borrower, Lender will direct such Escrow Agent to pay such invoices (or, as the case may be, issue letters of credit or other assurances of payment as requested by a specific supplier with payment to be made upon completion of installation or delivery of such product to Borrower's satisfaction).

2. PROMISSORY NOTE. Borrower shall execute a promissory note in favor of Lender in the form attached as Exhibit "A" to this Agreement (the "Note").

3. SECURITY AGREEMENT. Borrower shall execute a security agreement in favor of Lender in the form attached as Exhibit "B" to this Agreement (the "Security Agreement").

4. ADDITIONAL PAYMENTS TO LENDER. Since Lender has agreed to finance 100% of the purchase price of the equipment needed by Borrower to establish and operate the Station, Borrower has agreed to pay Lender additional compensation equal to 4.0% of the Borrower's "Net Cash Flow" Distributions after Borrower has returned all Capital Contributions to its Limited Partners their Capital Contributions and pays the General Partner of Borrower

\$2,000,000. "Net Cash Flow" shall mean all cash received by the Partnership from any source reduced by cash applied to pay all expenses of the Partnership, including interest on the Equipment Loan, minimum principal payments on the Equipment Loan, other debt service, operating expenses and capital expenditures. The Net Cash Flow will include the proceeds from the sale of the Station.

5. DISTRIBUTIONS. Net Cash Flow shall be distributed in the following order of priority:

- i. First, to establish a working capital reserve for future expenses of the Borrower, including debt service, operating expenses and capital expenditures, which reserve shall be in a reasonable amount to be determined by the general partner;
- ii. Then, ninety-nine percent (99%) to the limited partners and one percent (1%) to the general partner, until all of the limited partners have received aggregate distributions from the Borrower equal to their adjusted capital contributions;
- iii. Then, to prepay the Equipment Loan;
- iv. Then, \$2,000,000 to the general partner;
- v. Then, four percent (4%) of the remaining cash flow of the Borrower to the Lender under the Equipment Loan; and
- vi. Then, forty-five percent (45%) of the remaining cash flow to the Limited Partners as a group and fifty-five percent (55%) to the general partner.

6. PROHIBITION AGAINST DISTRIBUTIONS. Borrower is authorized to make distribution in the priority established above, as long as the Borrower is not in default under the terms of the Note or Security Agreement. If the Borrower is in default under either the Note or the Security Agreement, Borrower shall not make any additional distributions to the general or limited partners until such default is cured, if such default is a non-monetary default, or the Equipment Loan has been repaid in full, if such default is a monetary default.

7. MISCELLANEOUS.

7.1 Amendments. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement or the change, waiver, discharge, or termination is sought.

7.2 Attorney's Fees. Borrower shall upon demand pay Lender the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which Lender may incur in connection with (i) the preparation and administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Lender hereunder or (iv) the failure by Borrower to perform or observe any of the provisions hereof. If any party hereto commences any action so as to interpret or enforce this Agreement or any provision hereof, the prevailing party shall be entitled to an award of costs and attorney's fees in addition to all other amounts awarded by the Court.

7.3 Binding Effect. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida and shall be binding upon and inure to the benefit of the respective parties, their successors, assigns, heirs and personal representatives, except as otherwise expressly provided herein.

7.4 Brokers. The parties represent and warrant to each other that there is no broker or finder involved in this transaction. Each party does hereby agree to indemnify and save the others harmless from and against any and all loss or expenses, including but not limited to reasonable attorney's fees, that such party or parties may incur by reason of any claim for brokerage or finder fee or commissions relating to the sale contemplated by this Agreement, resulting from the other party's acts. This representation shall survive the closing of this transaction.

7.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

7.6 Notices. All notices given under any of the provisions of this Agreement shall be deemed to have been duly given by the parties if mailed by registered or certified mail, or delivered by courier guaranteeing overnight delivery, to one another at the address indicated below their signatures to this Agreement, or to such other address as each of the parties may designate in writing.

7.7 Waiver. Any waiver by either party or any breach of any term or condition of this Agreement shall not be deemed a waiver of any other breach, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or of any other provision, nor constitute nor be deemed a waiver of release of any other party for anything arising out of, connected with or based upon this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

RAINBOW BROADCASTING, LTD., a Florida
Limited Partnership ("Borrower")

By: RAINBOW BROADCASTING, INC., a
Florida corporation, General Partner

By: _____
Joseph Rey, President

JRL INVESTMENTS
General Partnership ("Lender")

By: _____
John R. Loftus, General Partner

CERTIFICATE OF SERVICE

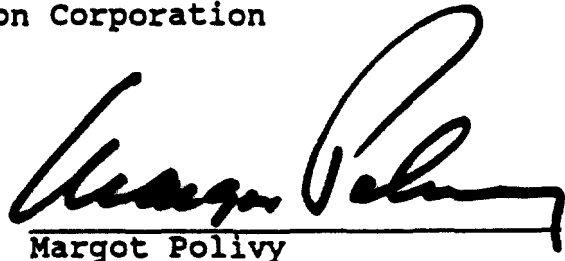
I hereby certify that copies of the foregoing Petition for Reconsideration and Reinstatement and Grant of Application for Assignment of Construction Permit were served by hand this second day of July 1993 on the following:

Roy J. Stewart, Chief
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W., Room 314
Washington, D.C. 20554

Barbara A. Kreisman, Chief
Video Services Division
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W., Room 702
Washington, D.C. 20554

Clay Pendarvis, Chief
Paul Gordon, Esquire
Television Branch, Video Services Division
Federal Communications Commission
1919 M Street, N.W., Room 700
Washington, D.C. 20554

Harry F. Cole, Esquire
Bechtel & Cole, Chartered
1901 L Street, N.W.
Suite 250
Washington, D.C. 20036
Counsel for Press Television Corporation



Margot Polivy

Room 239

FCC MAIL SECTION

JUN 24 2 20 PM '93

JUN 18 1993

DISPATCHED BY

1800E1-PRG

Rainbow Broadcasting Company
c/o Margot Polivy, Esq.
Renouf & Polivy
1532 Sixteenth Street, NW
Washington, DC 20036

Press Television Corporation
c/o Harry F. Cole, Esq.
Bechtel & Cole, Chartered
1901 L Street, NW
Suite 250
Washington, DC 20036

Re: Station WRBW(TV)
Orlando, FL
File Nos. BMPCT-910625KP
BTCCT-911129KT

Dear Counselors:

This is with respect to the above-captioned applications of Rainbow Broadcasting Company (Rainbow) for: (1) an extension of time to construct station WRBW(TV), Orlando, Florida; and (2) authorization for a pro forma assignment¹ of its construction permit to Rainbow Broadcasting, Ltd. Press Television Corporation (Press), licensee of station WKCF(TV), Clermont, Florida, has filed informal objections to the applications. The parties have also filed several other responsive pleadings.

BACKGROUND

In 1984, after a comparative hearing, the Commission granted Rainbow a permit to construct a UHF television station in Orlando. Metro Broadcasting, Inc., 99 FCC 2d 688 (Rev. Bd. 1984), rev. denied, FCC 85-558 (released October 18, 1985), held in abeyance, 2 FCC Rcd 1474 (1987), aff'd, 3 FCC Rcd 866 (1988), aff'd, Winter Park Communications, Inc. v. F.C.C., 873 F.2d 347 (1989), aff'd, Metro Broadcasting, Inc. v. F.C.C., 110 S. Ct. 2997 (1990). Although Rainbow's initial permit expired during the appellate process, we have since

¹ Rainbow submitted the application as a transfer of control. However, because Rainbow seeks to change the legal identity of the licensee, it is properly considered an assignment.

extended or reinstated the permit five times. Thus, Rainbow has held a valid permit for a total of 32 months since the grant became final. The most recent extension was for the period from February 5 - August 5, 1991.²

Rainbow stated in its application for an extension that it had not ordered any equipment to construct its facilities. However, by letter dated November 27, 1991, nearly four months after the end of the extension period, the permittee alleged that it had that month completed the construction of a transmitter building at its transmitter/antenna location; Rainbow asserted that it had begun the construction in July, 1991, and that it was still engaged in the selection of equipment for the station.³

Section 73.3534(b) of the Commission's Rules sets forth the conditions under which a construction permit can be extended. Pursuant to that Rule, we can grant the extension application only upon a showing that construction is complete, that substantial progress has been made (equipment is on order or on hand, the site is acquired and cleared, and construction is proceeding towards completion), or that no progress has been made due to circumstances clearly beyond the permittee's control. The first condition clearly has not been met. With regard to the second, Rainbow's failure to order equipment falls far short of the requirement of substantial progress contemplated by the Rule. Accordingly, we shall address the applicant's contention that circumstances beyond its control have prevented construction.

Two such factors have prevented timely construction, Rainbow maintains. The first is the appellate process which did not end until 1990. The second obstacle, according to the permittee, is a conflict with Guy Gannett Broadcasting Services (Gannett), the owner of the tower from which Rainbow is authorized to operate. In its extension request, Rainbow asserts that a "dispute with the tower owner" delayed construction. Asserting that Gannett granted it an exclusive lease for the section near the top of the tower, Rainbow sued Gannett in federal district court to prevent it from renting that space to Press. However, on June 6, 1991, before Rainbow filed the extension

² File No. BMPCT-910125KE. Press's petition for reconsideration of that extension was still pending when Rainbow filed the current extension application. Because of our denial of Rainbow's application, we shall dismiss Press's petition for reconsideration as moot.

³ By letter dated March 22, 1993, the staff requested Rainbow to provide a detailed explanation of what specific actions towards construction the permittee had taken since November 27, 1991. Rainbow responded that it took no further actions after that date. The permittee claims that release of the funds needed to purchase equipment and construct the station is tied to Commission approval of its pro forma assignment application. However, reorganization of the permittee and the infusion of new capital are not bases for the grant of an extension application. See High Point Community Television, Inc., 2 FCC Rcd 2506 (1987). Moreover, because Rainbow filed the assignment application several months after the end of its last extension period, it is irrelevant to its showing concerning the lack of substantial progress of construction during that time.

application now before us, the court denied its motion for a preliminary injunction. The permittee states that after that denial, it notified Gannett of its intention to commence construction and requested that the lease provisions regarding construction bids be effectuated.

Press argues that the dispute with Gannett did not prevent Rainbow from constructing.⁴ According to Press, Rainbow never asserted in its lawsuit that Gannett's proposed lease with Press would prevent Rainbow from constructing. To the contrary, Press presents the sworn testimony of Rainbow general partner Joseph Rey, given in connection with Rainbow's suit against Gannett, stating that Rainbow could proceed at any time with construction, but that it did not want to share the valuable space near the top of the tower with Press.

In addressing the merits of an application for extension, we note that the permittee's actions during the most recent extension period form the sole basis of whether it has complied with Section 73.3534(b). See, e.g., Metrovision, Inc., 3 FCC Rcd 598 (VSD, 1988). Because the last extension period began in February, 1991, many months after the appeals process terminated, Rainbow's argument that the appeal delayed construction is not relevant. Therefore, our sole concern is whether circumstances beyond the permittee's control prevented construction (or substantial progress) during the most recent extension period. Based on the information before us, we find that the permittee's lack of progress is not due to circumstances beyond its control, and that Rainbow has therefore failed to meet the requirements for obtaining an extension of time.

In making our finding we note that Rainbow cannot rely on its claim that Gannett's planned lease with Press impaired its ability to proceed with construction. Instead, the record reflects that the permittee clearly chose not to begin construction, and that the dispute with Gannett was not over whether Rainbow could construct but rather over whether it could prevent a competitor from utilizing its site. It was only after Rainbow failed to obtain a preliminary injunction against Gannett that it initiated steps toward construction. Undoubtedly, then, the dispute with Gannett was not a circumstance beyond Rainbow's control that impeded construction. We therefore find that Rainbow made a deliberate business judgment not to construct, pending the outcome of its motion for preliminary injunction. This decision was clearly within the permittee's control and cannot be used to justify an extension. See, e.g., High Point Community Television, above. Accordingly, on the basis of the facts set forth in Rainbow's application, we are unable to find that construction of the station was prevented by causes beyond the permittee's control, and therefore Rainbow's application for an extension of time is denied. Therefore, we also dismiss as moot Rainbow's pro forma assignment application.

⁴ Press also raises issues regarding Rainbow's financial qualifications, alleged anti-competitive behavior, abuse of Commission processes, misrepresentation, and lack of candor. Our disposition of Rainbow's extension application makes it unnecessary to address these issues.

Accordingly, the informal objections of Press Television Corporation are granted, and the application of Rainbow Broadcasting Company for an extension of time within which to construct station WRBW(TV), Orlando, Florida, is denied. Further, the construction permit of Rainbow Broadcasting Company for station WRBW(TV), Orlando, Florida, is cancelled, the call sign WRBW(TV) is deleted, and the application of Rainbow Broadcasting Company to assign the construction permit for station WRBW(TV), Orlando, Florida, to Rainbow Broadcasting, Ltd., is dismissed as moot.

Sincerely,

Barbara A. Kreisman
Chief, Video Services Division
Mass Media Bureau

Renouf & Polivy

1532 SIXTEENTH STREET NW • WASHINGTON DC 20036 • (202) 265-1807

RECEIVED

APR 12 1993

12 April 1993

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Clay C. Pendarvis
Chief, Television Branch
Video Services Division
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W., Room 700
Washington, D.C. 20554

Re: Station ~~WRBW~~ (TV)
Orlando, Florida
File No. BMPCT-910625KP

Dear Mr. Pendarvis:

This letter is in response to your letter dated March 22, 1993 requesting information as to the status of construction of Station WRBW, Channel 65, Orlando, Florida.

As recited in the attached statement of Joseph Rey, Rainbow General Partner, Rainbow has been and is prepared to complete construction and commence program test operation within six months of Commission action on its requests for extension of time to construct (BMPCT-910625KP) and Form 316 request for consent to transfer control of the permit to Rainbow Broadcasting, Ltd. (BTCCT-911129KT). Both requests have been pending since 1991.

Rainbow's status as a permittee has been the subject of continual challenges by Press Broadcasting Company, a UHF competitor in the Orlando market, since February 15, 1991, when Press filed an untimely objection to Rainbow's previous Form 307 request. That filing was followed by an unauthorized Petition for Reconsideration dated February 15, 1991. Despite the fact that Press had no standing to seek reconsideration, as noted in Rainbow's March 12, 1991 Opposition to Press Petition for Reconsideration, the request for reconsideration has not yet been acted upon by the Commission. Notwithstanding the

pendency of the challenge, Rainbow filed another timely Form 307 on June 24, 1991 and indicated its intention to undertake design and construction of its transmitter building. On November 27, 1991, Rainbow informed the Commission of the completion of the building.^{1/} No action on Rainbow's June 24, 1991 application (File No. BMPCT-910625KP) has been taken.

In November 1991, Rainbow filed a Form 316 application requesting permission to assign the construction permit to Rainbow Broadcasting, Ltd. In doing so, Rainbow noted that the voting rights would remain in the hands of the principals of Rainbow Broadcasting Company and the pro forma transfer would permit Rainbow to rely upon equity rather than debt financing. Rainbow's application, File No. BTCCT-911129KT, was the subject of yet another effort by Press Broadcasting to obstruct Rainbow's operation, in the form of an "Informal Objection and Request to Hold Application in Abeyance," filed January 7, 1992. Rainbow opposed Press' objection by pleading dated January 30, 1992. Again, no Commission action on Rainbow's requested transfer has yet been forthcoming.

In filing the November 25, 1991 request to restructure Rainbow from a general to a limited partnership, Rainbow, in contemplation of normal Commission processing periods, expressed its intention to have the station operational by the end of 1992. However, in order to go forward under the limited partnership, Rainbow required Commission approval of the transfer and a valid construction permit. In the absence of Commission action, Rainbow cannot use the funds committed to the partnership.

Rainbow is prepared to complete construction and have the station operational within six months of Commission action on its pending requests. Rainbow therefore requests simultaneous and expedited consideration of its pending applications, File Nos. BMPCT-910625KP and BTCCT-911129KT, and dismissal of Press' various objections.

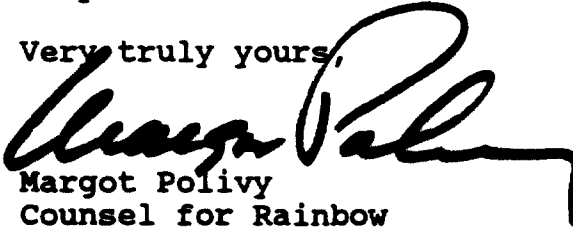
Under the circumstances, Rainbow believes that its request for an extension of time to construct is contemplated under Section 73.3534(b)(2) and (3) of the

1/ Rainbow expended approximately \$60,000 to construct the transmitter building and has paid approximately \$500,000 in rental fees for its transmitter space on the Bithlo Tower.

Commission's rules. Rainbow respectfully requests that its construction permit be extended until six months after approval of its pending applications.

We would be glad to provide the Commission with any further information or documentation it would find helpful to resolution of this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Margot Polivy", written over the typed name.

Margot Polivy
Counsel for Rainbow
Broadcasting Company

Attachment: Statement of Joseph Rey

Statement of Joseph Rey

I, Joseph Rey, a General Partner in Rainbow Broadcasting Company, the permittee of Station WRBW(TV), Channel 65, Orlando, Florida. This statement is written in response to a letter request of Clay C. Pendarvis, Chief, Television Branch, Video Services Division, Mass Media Bureau, dated March 22, 1993.

On June 25, 1991, Rainbow filed an F.C.C. Form 307 request to extend time to construct Station WRBW(TV) until December 31, 1992 (BMPCT-910625KP). In furtherance of that effort, Rainbow commenced construction of its transmitter building and on November 27, 1991, by Supplement to its application, advised the Commission that the construction of the \$60,000 building had been completed and that equipment bids were being received. Rainbow indicated its continuing intention to commence operation by the end of 1992.

On November 29, 1991, Rainbow filed an F.C.C. Form 316 to permit change of the permittee's structure to a limited partnership (File No. BTCCT-911129KT). Rainbow proposed the reorganization to reduce the permittee's reliance on debt in favor of nonvoting equity contributions. Assuming normal F.C.C. processing time, the permittee foresaw no delay in its scheduled December 31,